

BodyShopGirl Terms-of-Use

These Terms of Use ("Terms") contain the rules and restrictions that govern your use of our website(s), products, services and applications (the "Services"). Please read the Terms carefully, and if you have any questions, comments, or concerns regarding these Terms or the Services, please contact us
email:usbodyshopgirl@gmail.com Phone: +1 3236395901 on viber

You must agree to and accept all of the Terms, or you can't use the Services. By using the Services, whether by registering for an account, us, making a purchase, or otherwise, you agree to be bound by these Terms and Policy

1. Purchase/Services

When you purchase an item, the contract for sale is solely between you and BSG. That means that when you purchase an item on our web, BSG is responsible for fulfilling your order.

2. Requirements

2.1 In order to use the Services, you must be 13 years old or older (or the age of consent set by applicable law) and be of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). Products for children's use may be sold; however, these Products are intended for sale to adults. Certain products may be intended for individuals of certain ages or "mature audiences" only. By ordering such items, you certify that you are old enough to view, use or own such mature items. BSG has no liability to you for third party content that you find to be offensive, indecent, or objectionable.

2.2 You may be required to create an account, and select a password and user name. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your user name a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

3. Rules and Restrictions

3.1 You agree to use the Services for your own internal and personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with these Terms, applicable marketplace policies and all laws that apply to you. If your use of the Services (including a purchase of any items on the Services) is prohibited by any applicable laws, then you aren't authorized to use the Services. We are not responsible if you use the Services in a way that breaks the law.

3.2 You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

3.3 You must not create multiple accounts and you must not let others use your account.

3.4 Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, "**Promotions**") made available through our Sites may be governed by rules that are separate from these Terms of Use. If the rules for a Promotion conflict with these Terms of Use, the Promotion rules will govern.

3.5 When accessing or using the Services, you agree to:

- a. Abide by all laws, rules, regulations, these Terms, and all policies;
 - b. Only purchase items you are legally able to purchase in your jurisdiction;
 - c. Only use (or attempt to use) the Services through interfaces provided by;
- and
- d. Comply with the instructions in any robots.txt file present on the Services.

3.6 When accessing or using the Services, you agree **not to**

- a. Infringe or violate the intellectual property rights or any other rights of anyone else;
- b. Violate these Terms, policies, or any law or regulation, including any applicable export control laws;
- c. Engage in activity that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- d. Circumvent any terms, policies or rules set forth on the Services including those relating to any promotion, contest or program on the Services;
- e. Collect personal data from users of the Services or use any such information found on the Services;
- f. Engage in activity that jeopardizes the security of your account or anyone else's (such as allowing someone else to log in to the Services as you);
- g. Attempt, in any manner, to obtain the password, account, or other security information from any other user;
- h. Use a third party's credentials, conceal your true IP address, or otherwise impersonate or misrepresent your identity, your affiliation with any person or entity;
- i. Violate the security of any computer network, or crack any passwords or security encryption codes;
- j. Run Mail list, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- k. "Crawl," "scrape," or "spider" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- l. Copy or store any significant portion of the Content;

- m. Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services;
- n. Attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this list of items, or attempt, permit, encourage, assist, or allow any other violation of these Terms.

In addition to any other remedies available to us, including without limitation monetary and nonmonetary damages, a violation of any of the foregoing is grounds for: adjustment of prices/amounts due; cancellation of one or more purchases; suspension or termination of your right to access or use the Services.

4. Privacy

4.1 Our [Privacy Policy](#) provides information regarding how we collect, use, and disclose your personal information. By creating an account, viewing items, making a purchase or otherwise using the Services, you acknowledge that we will collect, use and disclose your personal information as described in our policy.

5.2 Your purchases are fulfilled by BSG. In order to fulfill your purchases, BSG need information about the purchaser, such as mailing address. You acknowledge that when you make a purchase, you share your information, including name, street address and phone number, for example to facilitate shipping, and that such sharing may cause a transfer of personal data from one region to another.

5.3 You acknowledge and agree that BSG may access, preserve and disclose your account or user information (if such information exists) as described in our [Privacy Policy](#), including without limitation, if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any of your acts violate the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of its users and the public.

5. Communications

5.1 BSG may communicate with you using email or autodialed or prerecorded calls and text messages, at any telephone number that you provide us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce these Terms, our policies, applicable law, or any other agreement we may have with you.

5.2 If you would like to receive marketing via mobile texts and alerts, you may sign up to do so, including on a checkout page for purchasing an item. By signing up, you provide your consent to receive recurring autodialed marketing texts or other mobile messages from or on behalf of us at the mobile number you've provided. You understand that consent is not a condition of purchase. Message and data rates may apply. If you would like to be removed from the marketing text list, you can follow the instructions provided in those messages or reply STOP to

any BSG sms/text. If you have any questions, you may contact customer care email:usbodyshopgirl@gmail.com Phone: +1 3236395901 on viber

6. User Submissions

6.1 Anything you post, upload, share, store, or otherwise provide through the Services is a "User Submission." User Submissions may include suggestions, comments, ideas, improvements, or other feedback or materials, and may be viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions.

7. Ratings, Reviews and other User Feedback

7.1 Ratings and reviews and photos, videos or other content about items and stores ("Feedback") generated by users on our Services does not assume liability for Feedback or for any claims for economic loss resulting from such ratings and reviews. Because we expect users to maintain a high level of integrity with respect to ratings and reviews posted through the Services, you agree: (i) to base any rating or review you post only on your first-hand experience with the applicable product, or service; (ii) you will not provide a rating or review for any product, or service with respect to which you have a competitive, ownership or other economic interest, employment relationship or other affiliation; (iii) you will prominently indicate if your review was sponsored or paid for in any way; and (iv) your review will comply with these Terms. We reserve the right to exclude such Feedback for any reason or no reason, without notice to you. For example, we may exclude Feedback if we determine, in our sole discretion, that any rating or review could diminish the integrity of the ratings and reviews.

8. Copyright

8.1 We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers.

9. Responsibilities

9.1 Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such information or Content originated. You access all such information and Content at your own risk, and we aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

9.2 You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

9.3 The Services may contain links or connections to third party websites or services that are not owned or controlled by BSG. When you access third party websites or use third party services, you accept that there are risks in doing so, and that BSG is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

9.4 BSG has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, BSG will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

9.5 Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties. You agree that BSG shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

9.6 If there is a dispute between participants on this site, or between users and any third party, you agree that BSG is under no obligation to become involved. In the event that you have a dispute with one or more other users, including a Merchant, you release BSG, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

IF YOU ARE A CALIFORNIA RESIDENT YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." IF YOU ARE NOT A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS UNDER ANY STATUTE OR COMMON LAW PRINCIPLE SIMILAR TO SECTION 1542 THAT GOVERNS YOUR RIGHTS IN THE JURISDICTION OF YOUR RESIDENCE.

10. Changes to the Services

10.1 We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

11. Costs and Fees

11.1 It is currently free to access sites and other aspects of the Services. However, you may choose to purchase items through the Services, and you alone will be responsible for paying the purchase price of any items you buy, in addition to any taxes and shipping costs. BSG may limit or cancel quantities of items purchased, and it reserves the right to refuse any order. In the event BSG needs to make a change to an order, it will attempt to notify you by contacting the email address, billing address, and/or phone number provided at the time the order was made. Prices are subject to change at any time. Due to separate and applicable tax jurisdictions, your purchases may be subject to specific sales, use, customs or value-added taxes, and the shipping time and associated cost may increase accordingly. As tax rules evolve, BSG may calculate and collect taxes applicable to some purchases.

11.2 BSG reserves the right to require payment of fees for certain or all Services, in addition to the fees charged for the purchase of items. You shall pay all such fees, as described on the website selected by you. BSG reserves the right to change prices and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Services. Your use of the Services following such notification constitutes your acceptance of any new or increased charges.

12. Purchases: Pricing

12.1 You are responsible for reading the full item listing before purchasing an item. By confirming your purchase at the end of the checkout process, you agree to accept and pay for the item(s), as well as all shipping and handling charges and applicable taxes. When a transaction is made pursuant to a shipping contract, the risk of loss and title for products pass to you upon delivery of the products to the carrier.

12.2 In order to make purchases, you must provide accurate and complete information for a valid payment method, such as a credit card, that you are authorized to use. You must promptly update your account with any changes related to your payment method. BY PROVIDING INFORMATION FOR A PAYMENT METHOD, YOU AUTHORIZE BSG OR ITS AGENTS TO CHARGE THE PAYMENT METHOD FOR: (A) AMOUNTS DUE FOR PURCHASED ITEMS;

(B) ANY AND ALL APPLICABLE TAXES; AND (C) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF THE SERVICES.

12.3 Pricing or availability errors may occur from time to time. BSG reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice. Pricing for products may be different in different apps or platforms that we operate and also vary based on other factors, including location, time, and purchase patterns.

13. Refunds, Exchanges and Related

13.1 We want you to be satisfied with your purchase on the Services. If you have a problem with an order or purchase, please contact us. You agree that: (i) BSG may, in accordance with its refunds and returns policy, issue a refund to resolve any problems with your order, including the contents of an item listing or the item's delivery or condition.

14. Changes of Terms

14.1 We're constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we make any material changes, we will bring it to your attention by placing a notice on the Services, by sending you an email, or by some other means. If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

14.2 Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

15. WARRANTY DISCLAIMER. THIS DISCLAIMER SECTION IS AN ESSENTIAL PART OF THESE TERMS.

15.1 NEITHER BSG NOR ITS LICENSORS OR SUPPLIERS MAKES ANY REPRESENTATIONS OR WARRANTIES CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND WE WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, INTELLECTUAL PROPERTY COMPLIANCE, LEGALITY, OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES. WE (AND OUR LICENSORS AND SUPPLIERS) MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES.

15.2 TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE SERVICES, PRODUCTS OFFERED AND PURCHASED ON THE SERVICES, OR OTHER CONTENT ARE MADE AVAILABLE TO YOU IS ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT WARRANTIES OR ANY KIND. TO THE

FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BSG EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

15.3 YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SERVICES AND THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BSG IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE SERVICES.

15.4 IF YOU RELY ON ANY DATA OR INFORMATION OBTAINED THROUGH THE SERVICES, YOU DO SO AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM YOUR USE OF SUCH DATA OR INFORMATION.

15.5 CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

16. LIMITATION OF LIABILITY

16.1 TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL BSG (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR (B) YOUR USE OF THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY INABILITY TO ACCESS OR USE OR THE PURCHASE AND USE OF ITEMS OFFERED FOR SALE WITHIN THE SERVICES, EVEN IF CONTEXTLOGIC, ITS SUPPLIERS, OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

16.2 THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR PERSONAL INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, ANY THEFT, DESTRUCTION, UNAUTHORIZED ACCESS

TO, ALTERATION OF, LOSS OR USE OF, ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS.

16.3 YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT BSG SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY MERCHANT OR USER OF THE SERVICES.

16.4 WE DO NOT LIMIT OR EXCLUDE OUR LIABILITY WHERE OR TO THE EXTENT THAT IT WOULD BE UNLAWFUL. CERTAIN STATE OR NATIONAL LAWS MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU DESPITE THE "GOVERNING LAW" SECTION OF THESE TERMS OF USE, THE ABOVE APPLIES ONLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IF YOU ARE A RESIDENT OF NEW JERSEY, THIS SECTION DOES NOT APPLY TO PREVENT A RIGHT TO RECOVER CERTAIN DAMAGES (INCLUDING PUNITIVE DAMAGES) WHERE A HARMED PERSON PROVES WITH THE REQUIRED EVIDENCE THAT THE HARM SUFFERED WAS THE RESULT OF THE DEFENDANT'S "ACTS OR OMISSIONS AND SUCH ACTS OR OMISSIONS WERE ACTUATED BY ACTUAL MALICE OR ACCOMPANIED BY A WANTON AND WILLFUL DISREGARD OF PERSONS WHO FORESEEABLY MIGHT BE HARMED BY THOSE ACTS OR OMISSIONS." SIMILARLY, THIS SECTION DOES NOT LIMIT BSG'S TORT LIABILITY UNDER NEW JERSEY LAW RESULTING FROM BSG'S OWN INTENTIONAL OR RECKLESS CONDUCT.

17. Indemnity

17.1 To the fullest extent allowed by applicable law, you agree to indemnify and hold BSG, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services, including without limitation, User Submissions or any actions taken by a third party using your account), (b) your violation of these Terms, (c) your violation of any rights of another party, including without limitation any copyright, property, or privacy right or any third party agreement; or (d) your violation of any applicable laws, rules or regulations. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

17.2 BSG reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with BSG in asserting any available defenses. This provision does not require you to indemnify BSG for any unconscionable commercial practice by BSG or for BSG's negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact. You agree that the provisions in this section will survive any

termination of your account, these Terms or your access to the Services, including the purchase of any items on the Services.

17.3 Notwithstanding the foregoing paragraph, if you are a resident of New Jersey, you only agree to release, defend, indemnify, and hold BSG and its affiliates, and its officers, agents, employees, and partners, harmless from and against any third-party claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your violation of these Terms.

17.4 If you are a California resident, you waive California Civil Code Section 1542, which provides: *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.*

17.5 If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

18. General

18.1 Electronic Communications

You agree to receive communications from BSG electronically, such as emails, texts, mobile push notices, or notices and message on the Services, and to retain copies of these communications for your records. You agree that all terms and conditions, agreements, notices, disclosures, and other communications and documents that BSG provides to you electronically will have the same legal effect that such communications or documents would have if they were set forth in "writing."

18.2 Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without BSG's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

18.3 Force Majeure

BSG shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

18.4 Choice of Law

These Terms and any dispute of any sort that might arise between you and BSG will be interpreted in accordance with the law of the State of California and the United States of America, consistent with the Federal Arbitration Act, without

regard to any conflict-of-law or other principles that provide for the application of the law of another jurisdiction.

18.5 Exclusive Venue

Any claim or dispute that between you and BSG that arises out of or is related to the Services and is not subject to arbitration or eligible for small claims action, shall be decided exclusively by a court of competent jurisdiction located in California, and you hereby consent to, and waive all defense of lack of personal jurisdiction and forum non convenienc e with respect to venue and jurisdiction in the state and federal courts of California.

18.6 Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim arising out of or related to the Services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred. Notwithstanding the foregoing, this statute of limitations shall not apply to residents of New Jersey.

18.7 Notice

Where BSG requires that you provide an email address, you are responsible for providing BSG with your most current email address. In the event that the last e-mail address you provided to BSG is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by these Terms, BSG's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to BSG at the following address:

18.8 Export Control

You may not use, export, import, or transfer the Services, including the purchase of any products on the Services except as authorized by U.S. law, the laws of the jurisdiction in which you used the Services or purchased any products on the Services, and any other applicable laws. In particular, but without limitation, the Services, including any products purchased on the Services, may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services or purchasing products on the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services nor the products purchased on the Services for any purpose prohibited by U.S. law.

18.9 Consumer Complaints

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the

California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

18.10 Entire Agreement

These Terms and all policies posted through our Services set forth the entire understanding and agreement between you and BSG, and supersede all prior understandings and agreements of the parties. These Terms shall not be modified by any of: (i) course of performance between the parties; (ii) course of conduct or dealing between the parties; or (iii) applicable trade practice.

18.11 Waiver

Our failure to respond to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

18.12 Language of the Terms

If we provide a translated version of these any other terms or policy, it is for informational purposes only. If the translated version means something different from the English version, then the English meaning will be the one that applies.

18.13 Miscellaneous

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the BSG may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. Subject to Section 19 (Arbitration), if any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of BSG, and you do not have any authority of any kind to bind BSG in any respect whatsoever.

19. ARBITRATION

ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law.

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION ("ARBITRATION AGREEMENT") CAREFULLY. IT REQUIRES YOU TO ARBITRATE MOST DISPUTES WITH BSG AND MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

YOU AND BSG AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR RELATING TO YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED BY TERMS, OR CONTENT (A "DISPUTE" AS DEFINED BELOW)

SHALL BE RESOLVED ONLY BY FINAL AND BINDING, BILATERAL ARBITRATION, subject to the exceptions below.

You and BSG agree that these Terms affect interstate commerce and the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and federal arbitration law apply to this agreement and govern all questions as to whether a dispute is subject to arbitration.

19.1 Disputes

"Disputes" shall include, but are not limited to, any claims or controversies between you and BSG against each other related in any way to or arising out of in any way from the Service, the Content, User Submission (Public, Personal, and/or Limited Audience), including but not limited to sales, returns, refunds, cancellations, defects, policies, privacy, advertising, or any communications between you and BSG, even if the claim arises after you or BSG has terminated use of Services or a user account or these Terms. Disputes also include, but are not limited to, claims that: (a) you bring against our employees, agents, affiliates, or other representatives; (b) that BSG brings against you; (c) claims in any way related to or arising out of any aspect of the relationship between you and BSG, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims, or any other legal theory; (d) claims that arose before these Terms or out of a prior set of Terms with BSG; (e) claims that are subject to ongoing litigation where you are not a party or a class member; and/or (f) claims that arise after the termination of these Terms. Disputes does not include disagreements or claims concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of intellectual property, which shall not be subject to arbitration or the notice and good faith negotiation requirement described below.

19.2 Binding Arbitration Process and Procedure

19.2.1 Except as provided herein, if we cannot resolve a Dispute informally, any Dispute will be resolved only by binding arbitration to be held in the county in which you reside. For residents outside the United States, arbitration shall be initiated in California. BSG and you further agree to submit to the personal jurisdiction of any state or federal court in California to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

19.2.2 To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit; BSG will pay the additional cost. BSG shall also bear the cost of any arbitration fees, unless the arbitrator finds your claims, defenses, or other fee-generating activity to be frivolous or asserted or conducted for an improper purpose. You are responsible for all other additional costs that you may incur in the arbitration including, without limitation, attorney's fees and expert witness costs unless BSG is specifically required to pay such fees under applicable law.

19.2.3 These Terms and this Arbitration Agreement do not prevent you from bringing your Dispute to the attention of any federal, state, or local

government agency. Such agencies can, if the law allows, seek relief against BSG on your behalf.

19.3 Authority of Arbitrator

The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and BSG. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

19.4 Waiver of Jury Trial

YOU AND BSG HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO RESOLVE DISPUTES IN COURT (OTHER THAN SMALL CLAIMS COURT AS PERMITTED HEREIN) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and BSG are instead electing that all covered claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

19.5 Survival of Agreement

This Arbitration Agreement will survive the termination or expiration of these Terms or your relationship with BSG.

19.6 WAIVER OF CLASS OR CONSOLIDATED ACTIONS PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

19.6.1 BSG and you agree to resolve any dispute in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. BSG and you further agree to not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising out of or relating to any dispute with a third party.

19.6.2 The arbitrator cannot combine more than one person's or entity's claims into a single case, and cannot preside over any consolidated, class or

representative proceeding (unless we agree otherwise). And, the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other BSG users, and cannot be used to decide other disputes with other users.

19.6.3 If any court or arbitrator determines that the class/consolidated/representative action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class, consolidated, or representative basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in federal court located in California.

19.6.4 If any clause within this Waiver of Class or Consolidated Actions Section is found to be illegal or unenforceable, that specific clause will be severed from this section, and the remainder of its provisions will be given full force and effect.

19.6.5 This Waiver of Class or Consolidated Actions Section will also apply to any claims asserted by you against any present or future parent, subsidiary or affiliated company of BSG, or any employee, officer, director, or investor of BSG, and to any claims asserted by any of them against you, to the extent that any such claims is a dispute.

19.6.6 This Waiver of Class or Consolidated Actions Section shall survive any termination of your account or the Services.